Complete Terms and Conditions

of the business company HAPPY SKI SPORT s.r.o.
with its registered office at Plzeňská 435/338, Řepy, 163 00 Prague 6
Company ID No.: 274 81 310
registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 144748
for the sale of goods through the online shop located at the website www.happysport.cz

1. INTRODUCTORY PROVISIONS

1.1. These terms and conditions (the "Terms and Conditions") of the business company HAPPY SKI SPORT s.r.o., with its registered office at Plzeňská 435/338, Řepy, 163 00 Prague 6, Company ID No.: 274 81 310, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 144748 (the "Seller"), govern, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code"), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract (the "Purchase Contract") concluded between the Seller and another natural person (the "Buyer") through the Seller's online shop. The online shop is operated by the Seller on the website located at www.happysport.cz (the "Website"), through the interface of the Website (the "Shop's Web Interface").

1.2. The Terms and Conditions do not apply where the person intending to purchase goods from the Seller is a legal entity or a person who, when ordering the goods, acts in the course of their business or in the independent exercise of their profession.

1.3. Provisions deviating from the Terms and Conditions may be agreed in the Purchase Contract. Deviating arrangements in the Purchase Contract take precedence over the provisions of the Terms and Conditions.

1.4. The provisions of the Terms and Conditions form an integral part of the Purchase Contract. The Purchase Contract and the Terms and Conditions are drawn up in the Czech language. The Purchase Contract may be concluded in the Czech language.

1.5. The Seller may amend or supplement the wording of the Terms and Conditions. This provision does not affect rights and obligations that arose while the previous wording of the Terms and Conditions was in effect.

2. USER ACCOUNT

2.1. On the basis of the Buyer's registration on the Website, the Buyer may access their user interface. From their user interface, the Buyer may order goods (the "User Account"). The Buyer may also order goods without registration directly from the Shop's Web Interface.

2.2. When registering on the Website and when ordering goods, the Buyer is obliged to provide all information correctly and truthfully. The Buyer is obliged to update the information stated in the User Account whenever it changes. The information provided by the Buyer in the User Account and when ordering goods is deemed correct by the Seller.

2.3. Access to the User Account is secured by a user name and password. The Buyer is obliged to keep confidential the information necessary to access their User Account. The Seller bears no liability for any misuse of the User Account by third parties.

2.4. The Buyer is not entitled to allow third parties to use the User Account.

2.5. The Seller may cancel the User Account, in particular if the Buyer has not used their User Account for more than 24 months, or if the Buyer breaches their obligations under the Purchase Contract (including the Terms and Conditions).

2.6. The Buyer acknowledges that the User Account may not be available continuously, in particular with regard to necessary maintenance of the Seller's hardware and software, or necessary maintenance of the hardware and software of third parties. However, the Seller usually endeavours to carry out such maintenance outside standard daytime hours.

2.7. If the Buyer discovers that the information required to access the User Account may have been stolen or that the User Account may be misused, the Buyer must inform the Seller of such a situation without delay. The Seller may subsequently block the User Account in agreement with the Buyer.

3. CONCLUSION OF THE PURCHASE CONTRACT

3.1. All presentation of goods in the Shop's Web Interface is for information purposes only, and the Seller is not obliged to conclude a Purchase Contract regarding such goods. Section 1732(2) of the Civil Code does not apply.

3.2. The Shop's Web Interface contains information about the goods, including the prices of individual goods. Prices of goods are stated including value added tax (the Seller is a VAT payer) and all related fees. Prices of goods remain valid for as long as they are displayed in the Shop's Web Interface. This provision does not limit the Seller's ability to conclude a Purchase Contract on individually agreed terms.

3.3. The Shop's Web Interface also contains information on the costs associated with packaging and delivery of goods. The information on the costs associated with packaging and delivery of goods stated in the Shop's Web Interface applies only where the goods are delivered within the territory of the Czech Republic.

3.4. To order goods, the Buyer completes the order form in the Shop's Web Interface. The order form contains in particular information about:

3.4.1. the goods ordered (the Buyer "places" the ordered goods in the electronic shopping cart of the Shop's Web Interface),

3.4.2. the method of payment of the purchase price of the goods, details of the required method of delivery of the ordered goods, and

3.4.3. information on the costs associated with delivery of the goods (together the "Order").

3.5. Before sending the Order to the Seller, the Buyer may check and change the data entered in the Order as they wish, including with regard to the Buyer's ability to detect and correct errors made when entering data into the Order. The Buyer sends the Order to the Seller by clicking the "ORDER AND PAY" button. The information stated in the Order is deemed correct by the Seller. Immediately after receiving the Order, the Seller confirms its receipt to the Buyer by e-mail, to the Buyer's e-mail address stated in the user interface or in the Order (the "Buyer's E-mail Address"). Together with the order confirmation, the Seller also sends the Buyer the Terms and Conditions in PDF format.

3.6. Depending on the nature of the Order (quantity of goods, amount of the purchase price, expected shipping costs), the Seller is always entitled to ask the Buyer for additional confirmation of the Order (for example in writing or by telephone). In such a case, the Purchase Contract is concluded only at the moment the Order is confirmed.

3.7. The contractual relationship between the Seller and the Buyer arises upon delivery of the acceptance of the Order, which the Seller sends to the Buyer by e-mail to the Buyer's E-mail Address.

3.8. The Buyer agrees to the use of means of distance communication when concluding the Purchase Contract. Costs incurred by the Buyer when using means of distance communication in connection with the conclusion of the Purchase Contract (internet connection costs, telephone call costs) are borne by the Buyer, and these costs do not differ from the basic rate.

3.9. If the Seller is unable to fulfil any of the requirements stated in the Order, the Seller will send the Buyer, to the Buyer's E-mail Address, an amended offer stating the possible variants of the Order and will ask for the Buyer's position (the "Amended Offer").

3.10. The Amended Offer is considered a new proposal for a Purchase Contract, and in such a case the Purchase Contract is concluded only upon the Buyer's acceptance of this new Purchase Contract by e-mail.

3.11. The Buyer agrees to the use of means of distance communication when concluding the Purchase Contract. Costs incurred by the Buyer when using means of distance communication in connection with the conclusion of the Purchase Contract (internet connection costs, telephone call costs) are borne by the Buyer, and these costs do not differ from the basic rate.

3.12. In the event of an obvious technical error on the part of the Seller when stating the price of goods in the Shop's Web Interface or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer at such an obviously incorrect price. The Seller will inform the Buyer of the error without undue delay at the Buyer's E-mail Address and may send the Buyer an Amended Offer. The Purchase Contract is then concluded if the Buyer agrees to the Amended Offer.

4. PRICE OF GOODS AND PAYMENT TERMS

4.1. The Buyer may pay the Seller the price of the goods and any costs associated with delivery of the goods under the Purchase Contract in the following ways:

a) by payment card in advance,

b) cash on delivery at the place specified by the Buyer in the Order.

4.2. Together with the purchase price, the Buyer is obliged to pay the Seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price hereinafter also includes the costs associated with delivery of the goods.

4.3. The Seller does not require a deposit or any other similar payment from the Buyer. This does not affect Article 4.5 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.

4.4. In the case of payment at the Seller's premises or cash on delivery, the purchase price is payable upon receipt of the goods.

4.5. In the case of cashless payment, the Buyer is obliged to pay the purchase price of the goods stating the variable symbol of the payment. In the case of cashless payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's account.

4.5. The Seller is entitled, in particular if the Buyer does not provide additional confirmation of the Order (Article 3.6), to require payment of the full purchase price before dispatching the goods to the Buyer. Section 2119(1) of the Civil Code does not apply.

4.6. Discounts on the price of goods provided by the Seller to the Buyer cannot be combined with each other.

4.7. If customary in business relations or if so stipulated by generally binding legal regulations, the Seller will issue to the Buyer a tax document – invoice – for payments made on the basis of the Purchase Contract. The Seller is a value added tax payer. The Seller will send the tax document – invoice – in electronic form to the Buyer's E-mail Address.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

5.1. The Buyer has the right to withdraw from the contract within 14 days from the day on which the goods were received by the Buyer or a person designated by the Buyer (other than the carrier). The withdrawal must be sent to the Seller within this period. If the Seller sends the goods to the Buyer in several consignments, the period runs only from receipt of the last consignment; conversely, if the Seller delivers goods regularly, the period for withdrawal runs from the first delivery.

5.2. The Buyer acknowledges that, pursuant to Section 1837 of the Civil Code, it is not possible, among other things, to withdraw from a Purchase Contract:

5.2.1. for the supply of goods made to the consumer's specifications or adapted to the consumer's personal needs,

5.2.2. for the supply of goods that are perishable or have a short shelf life, as well as goods which, after delivery, have by their nature been irreversibly mixed with other goods,

5.2.3. for the supply of goods in sealed packaging which are not suitable for return for health protection or hygiene reasons once the consumer has unsealed them.

5.3. In the event of withdrawal from the Purchase Contract, the Purchase Contract is cancelled from the outset. The goods must be returned to the Seller within fourteen (14) days of withdrawal from the contract. If the Buyer withdraws from the Purchase Contract, the Buyer bears the costs associated with returning the goods to the Seller, even if the goods cannot be returned by regular post due to their nature.

5.4. In the event of withdrawal from the contract, the Seller will return the funds received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the Purchase Contract, in the same way as the Seller received them from the Buyer. The Seller is also entitled to return the performance provided by the Buyer when the Buyer returns the goods or in another way, if the Buyer agrees and this does not incur additional costs for the Buyer. If the Buyer withdraws from the Purchase Contract, the Seller is not obliged to return the funds received to the Buyer before the Buyer returns the goods or proves that the goods have been sent to the Seller.

5.5. The Buyer may try out the goods (except for the exceptions stated above), but only in order to become familiar with their nature, characteristics and functionality – in short, as if examining them in a bricks-and-mortar shop. If the Buyer tries or uses the goods to a greater extent and reduces their value by handling them, the Seller may refund the Buyer an amount reduced by the amount the Seller had to spend to restore the goods to their original condition so that they can be sold to other customers.

5.6. If the Seller sent the Buyer any free performance (a gift) together with the goods, the Buyer is obliged to return this gift as well in the event of withdrawal from the contract.

5.7. To withdraw from the Purchase Contract, the Buyer may use the model form attached to these Terms and Conditions. The Buyer may also withdraw from the contract by any unambiguous statement addressed to the Seller.

6. TRANSPORT AND DELIVERY OF GOODS

6.1. If the method of transport is agreed on the basis of a special request of the Buyer, the Buyer bears the risk and any additional costs associated with this method of transport. The Buyer may choose from the methods of transport listed here.

6.2. If, under the Purchase Contract, the Seller is obliged to deliver the goods to the place specified by the Buyer in the Order, the Buyer is obliged to take delivery of the goods.

6.3. Unless the Seller agrees otherwise with the Buyer, the Seller will always deliver the goods within 30 days of the conclusion of the contract; otherwise, the Buyer may withdraw from the contract and the Seller will refund the price paid, including the transport costs, if the Buyer paid them.

6.4. If, for reasons on the part of the Buyer, the goods must be delivered repeatedly or in a manner other than stated in the Order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods or the costs associated with the other method of delivery.

6.5. When taking over the goods from the carrier, the Seller recommends that the Buyer check that the packaging of the goods is intact and, in the event of any defects, notify the carrier immediately. If the packaging is found to be damaged in a way indicating unauthorised entry into the consignment, the Buyer does not have to accept the consignment from the carrier.

7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

7.1. The rights and obligations of the contracting parties regarding rights arising from defective performance are governed by the relevant generally binding legal regulations.

7.2. The Seller is liable to the Buyer for the goods being free of defects upon receipt. In particular, the Seller is liable to the Buyer that, at the time the Buyer received the goods:

7.2.1. the goods have the characteristics agreed by the parties, in particular that they correspond to the description, type and quantity, as well as the quality, functionality, compatibility and interoperability,

7.2.2. the goods are fit for the purpose for which the Buyer requires them and to which the Seller has agreed,

7.2.3. the goods are delivered with accessories, including packaging, instructions and other instructions for use, which the Buyer may reasonably expect.

7.3. Furthermore, in addition to the agreed characteristics, the Seller is liable that:

7.3.1. the goods are fit for the purpose for which goods of that kind are usually used, also with regard to the rights of third parties, legal regulations, technical standards or, in the absence of technical standards, codes of conduct of the relevant industry,

7.3.2. the goods correspond in quantity, quality and other characteristics, including functionality, durability, compatibility and safety, to the usual characteristics of goods of the same kind which the Buyer may reasonably expect, also with regard to public statements made by the Seller or another person in the contractual chain, in particular by advertising or labelling,

7.3.3. the goods are delivered with accessories, including packaging and assembly instructions, as well as other instructions for use, which the Buyer may reasonably expect,

7.3.4. the goods correspond in quality or workmanship to the model or sample provided by the Seller to the Buyer before the conclusion of the Purchase Contract.

The Seller is not liable under points 7.3.1–7.3.4 above if, before the conclusion of the Purchase Contract, the Seller specifically informed the Buyer that a certain characteristic of the goods differs and the Buyer expressly agreed to this when concluding the Purchase Contract.

7.4. The provisions of Articles 7.3 and 7.5 of the Terms and Conditions do not apply to goods sold at a lower price with regard to the defect for which the lower price was agreed, to wear and tear of the goods caused by their normal use, in the case of used goods to a defect corresponding to the degree of use or wear and tear the goods had when received by the Buyer, or where this results from the nature of the goods. The Buyer may notify defects of used goods within one year of receipt of such goods.

7.5. If a defect becomes apparent within one year of receipt, the goods are deemed to have been defective upon receipt, unless the nature of the goods or of the defect precludes this.

7.6. The Seller is also liable for a defect caused by incorrect assembly or installation carried out under the Purchase Contract by the Seller or by another person for whom the Seller is responsible.

7.7. The Buyer may assert rights arising from defective performance within two years of receipt of the goods. This period does not run for the time during which the Buyer cannot use the goods, provided the Buyer notified the defect justifiably.

7.8. The Buyer has no rights arising from defective performance if the Buyer caused the defect. Normal wear and tear from customary use is not a defect of the goods.

7.9. The Buyer may assert rights arising from defective performance, for example, electronically at the e-mail address dotazy@happysport.cz, by letter or in person at the Seller's premises.

7.10. The goods should be delivered to the Seller complete, i.e. as the Buyer received them from the Seller.

7.11. When asserting rights arising from defective performance, the Buyer shall state the following information:

7.11.1. the Buyer's contact details,

7.11.2. a description of the defect of the goods (for example, an incorrect number of tablets in the package),

7.11.3. the method of handling the claim chosen by the Buyer (e.g. a new package of food supplements).

7.12. If the goods have a defect, the Buyer may request that it be remedied. At the Buyer's choice, the Buyer may request:

7.12.1. delivery of new goods without defects, or

7.12.2. repair of the goods,

7.13. unless the method of remedying the defect chosen by the Buyer is impossible for the Seller or disproportionately costly compared with the other possible method. In such a case, the Seller has the right to refuse to remedy the defect, in particular with regard to the significance of the defect and the value the goods would have without the defect.

7.14. In the cases stated in Article 7.12, the Buyer may request a reasonable discount or withdraw from the Purchase Contract:

7.14.1. if the Seller has refused to remedy the defect or has not remedied it within a reasonable time after it was notified so as not to cause the Buyer considerable inconvenience,

7.14.2. if the defect has occurred repeatedly, i.e. three or more times,

7.14.3. if the defect constitutes a material breach of the Purchase Contract,

7.14.4. if it is clear from the Seller's statement or from the circumstances that the Seller will not remedy the defect within a reasonable time or without considerable inconvenience to the Buyer.

7.15. The Buyer may not withdraw from the Purchase Contract if the defect of the goods is insignificant. The Buyer may not assert rights arising from defective performance on the basis of a purely subjective impression.

7.16. Until the Seller fulfils its obligations arising from defective performance, the Buyer is not obliged to pay the as yet unpaid purchase price or any part thereof.

7.17. The Seller is obliged to issue the Buyer with an electronic confirmation of the assertion of rights arising from defective performance, stating the date on which the rights were asserted, the content of the claim, the method of handling the defect requested by the Buyer and the Buyer's contact details.

7.18. The Seller will settle the claim (including remedying the defect) within 30 days and will inform the Buyer accordingly. If the Seller fails to meet the 30-day period, the Buyer is entitled to withdraw from the Purchase Contract or to request a reasonable discount.

7.19. After settling the claim, the Seller will issue the Buyer with a confirmation of the date and method of settlement, including confirmation of the repair carried out and its duration, or a written confirmation that the claim has been rejected.

7.20. The Buyer is entitled to reimbursement of the costs reasonably incurred in asserting rights arising from defective performance (if the claim was justified and accepted), such costs being understood as the lowest possible. The Buyer must request reimbursement of the costs from the Seller no later than one month after the end of the period for notifying the defect; otherwise they may not be granted.

7.21. Before first using the goods, the Buyer is obliged to study the instructions for use, if the Seller sends them electronically or together with the goods, and to follow the information contained therein. Otherwise, the Buyer runs the risk of damaging the goods through incorrect use and being unable to claim the resulting defect under their rights arising from liability for defects.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

8.1. The Buyer acquires ownership of the goods by paying the full purchase price of the goods.

8.2. In relation to the Buyer, the Seller is not bound by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code.

8.3. The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 796/44, 120 00 Prague 2, Company ID No.: 000 20 869, website: http://www.coi.cz, is competent for the out-of-court resolution of consumer disputes arising from the Purchase Contract. The resolution will be initiated only on the Buyer's application, and only if the dispute could not be resolved directly with the Seller. The Buyer may submit the application no later than 1 year from the day on which the Buyer first asserted their right with the Seller.

8.4. The Seller is authorised to sell goods on the basis of a trade licence. Trade inspection is carried out by the competent Trade Licensing Office within its scope of authority. Supervision of personal data protection is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, within a defined scope and among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

8.5. The Buyer hereby assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.

8.6. All written correspondence may be delivered to the Seller by e-mail.

9. FINAL PROVISIONS

9.1. If the relationship established by the Purchase Contract contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. This does not affect the consumer's rights arising from generally binding legal regulations.

9.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning comes as close as possible to that of the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions. Amendments and supplements to the Purchase Contract or the Terms and Conditions require written form.

9.3. The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible. If needed, the Seller will send it to the Buyer upon request.

9.4. The model form for withdrawal from the Purchase Contract forms an annex to the Terms and Conditions.

9.5. Seller's contact details: HAPPY SKI SPORT s.r.o., Plzeňská 435/338, Řepy, 163 00 Prague 6, e-mail address: info@happysport.cz.

9.6. All rights to the Shop's Web Interface, in particular the copyright to its content, including the page layout, photographs, films, graphics, trademarks, logo and other content and elements, belong to the Seller. It is prohibited to copy, modify or otherwise use the Shop's Web Interface or any part thereof without the Seller's consent.

9.7. The Seller is not liable for errors resulting from third-party interference with the Shop's Web Interface or from its use contrary to its intended purpose. When using the Shop's Web Interface, the Buyer must not use procedures that could adversely affect its operation, nor carry out any activity that could enable the Seller or third parties to interfere without authorisation with, or make unauthorised use of, the software or other components forming the Shop's Web Interface or any part thereof, in a manner contrary to its designation or purpose.

These Terms and Conditions are effective from 1 September 2023.
Wording of the Terms and Conditions effective from 1 September 2019 to 31 August 2023